

In re the Matter of: ) Case No.: 06-263  
 )  
 State of New Hampshire Banking ) Cease and Desist Order  
 )  
 Department, )  
 )  
 and )  
 )  
 2Amoskeag5 Realty LLC, 2Maisie5 )  
 )  
 Realty I LLC, Walter Bressler III, )  
 )  
 Sadie Stanhope, Michael T Prieto, )  
 )  
 Respondents )  
 )  
 \_\_\_\_\_  
 State of New Hampshire Banking Department

**CONSENT ORDER**

The Parties having resolved the matter through the attached agreement,  
 the Commissioner hereby incorporates the agreement hereto and finds it in  
 the public interest and hereby ORDERS:

1. Respondents shall pay to Consumers the sums referenced in  
 paragraph 1 of the Order; and
2. Respondents shall pay an administrative fine of \$10,000.00;  
 and
3. Respondents shall refrain from engaging in any activity  
 requiring licensure without first obtaining the appropriate  
 license therefore; and
4. Respondents are ordered to comply with all other terms of the  
 agreement.

SIGNED,

Dated: 3/22/07

\_\_\_\_\_  
 /s/  
 PETER C. HILDRETH  
 BANK COMMISSIONER

## STATE OF NEW HAMPSHIRE BANKING DEPARTMENT

In re the Matter of:	)	Case No. : 06-263
	)	
State of New Hampshire Banking	)	
Department	)	
PETITIONER,	)	
	)	
And	)	
	)	
2Amoskeag5 Realty LLC, 2 Maisie5	)	
Realty I,	)	
LLC, Walter Bressler III, Sadie Stanhope,	)	
Michael T. Prieto	)	
RESPONDENT	)	

### **ORDER**

The following terms used below shall have the meaning as herein stated:

**“Consumer” shall mean each of:**

- ☐ Edward & Dawn Flaherty / 75 Renshaw Rd, Weare, NH 03281
- ☐ Catherine A. Froehling / 739 Province Rd, Strafford, NH 03884
- ☐ Sharon Gualco / 4 Wakefield Dr, Nashua, NH 03062
- ☐ Donald & Elizabeth Keith / 44 Ann’s Lane, Hampton, NH 03842
- ☐ Rachel Keyser / 147 Middle Rd, Deerfield, NH 03037
- ☐ Andy Marino / 335 Sandown Rd, Hampton, NH 03841
- ☐ Susan Perry / 35 Kennedy Ave. Manchester, NH 03103
- ☐ Rita Tracey / 8 Erie Circle, Nashua, NH 03062

**“Consumer’s Property”** shall mean the improved residential real estate formerly owned by the Consumer, as respectively described below, which was conveyed to Respondents, or their nominee, successors, agents or assigns.

**“Consumer’s Mortgage”** shall mean the mortgage or mortgages granted by the Consumer to a mortgagee with said mortgage recorded prior to the Respondent’s Collateral Document.

**“Respondent’s Collateral Document”** shall mean the instrument titled Mortgage, where the Mortgagee was one of the respondents and which was recorded junior to the Consumer’s Mortgage.

**“Respondent’s Consideration”** shall mean the sum total of the money Respondents received from the sale of the Consumer’s Property. In cases where Respondent’s Collateral Document was discharged without any payment thereunder received by Respondent and Consumer’s Property was conveyed back to Consumer without any payment thereunder received by Respondent, Respondent’s Consideration shall be “0”.

**“Payment to or on behalf of Consumer”** shall mean all sums received by the Consumer after the date of recording of the Respondent’s Collateral Document arising out of the liquidation of that equity in the Consumer’s Property in excess of amounts owed to the Consumer’s Mortgage, and all sums paid by Respondents, or their nominee, assigns, successors and agents, to pay off Consumer’s Mortgage, to pay Consumer’s closing costs and transfer tax at time of sale of the Consumer’s Property, and such other money paid to or on behalf of Consumer by Respondents, or their nominee, assigns, successors and agents.

**[1]** New Hampshire Banking Commissioner finds the activity of the Respondents, including, without limitation, the recording of the Respondent’s Collateral Document, to have caused confusion to the Consumer’s, and to remedy the same, as an offer and compromise with the Respondents, Respondents agree to the following action as appropriate to the public interest.

**(A)** 2Maisie5 Realty, LLC shall pay to Edward & Dawn **Flaherty** (“Consumer”) the difference remaining greater than “0” after subtracting the Payment to or on behalf of the Consumer from the Respondent’s Consideration, all as relating to and arising from the Consumer’s Property located at: 75 Renshaw Road, Weare, NH, 03281 the Consumer’s Mortgage(s) recorded in Hillsborough County Registry of Deeds at Book 6881, Page 0491, and the Respondent’s Collateral Document recorded in said Registry at Book 7436, Page 2277 ; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(A).

**(B)** 2Maisie5 Realty I, LLC shall pay to Catherine A. **Froehling** (“Consumer”) the difference remaining greater than “0” after subtracting the Respondent’s Payment to or on behalf of the Consumer from the Consideration, all as relating to and arising from the Consumer’s Property located at: 739 Province Road, Strafford, NH 03884 the Consumer’s Mortgage(s) recorded in Strafford County Registry of Deeds at Book 3147, Page 0312, and the Respondent’s Collateral Document recorded in said Registry at Book 3147, Page 0361; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(B).

(C) 2Maisie5 Realty I, LLC shall pay to Sharon **Gualco** ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: 4 Wakefield Drive, Nashua, NH 03062 the Consumer's Mortgage(s) recorded in Hillsborough County Registry of Deeds at Book 5323, Page 0222, and the Respondent's Collateral Document recorded in said Registry at Book 7416, Page 0696 ; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(C).

(D) 2Maisie5 Realty I, LLC shall pay to Donald & Elizabeth **Keith** ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: 44 Anns Lane, Hampton, NH 03842, the Consumer's Mortgage(s) recorded in Rockingham County Registry of Deeds at Book 3797, Page 1579, and Book 4013, Page 1405, the Respondent's Collateral Document recorded in said Registry at Book 4466, Page 0834 ; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(D).

(E) 2Amoskeag5 Realty, LLC shall pay to Rachel **Keyser** ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: 147 Middle Road, Deerfield, NH 03037 the Consumer's Mortgage(s) recorded in Rockingham County Registry of Deeds at Book 4238, Page 0521, and the Respondent's Collateral Document recorded in said Registry at Book 4486, Page 1503; it being acknowledged herein that said difference will be "0" as Respondent is obligated under this agreement to convey Consumer's Property located at 147 Middle Road, Deerfield, NH 03037 to Rachel Keyser immediately upon execution of this document without Respondent receiving any consideration and without having received any consideration from either Trish Lynn or Rachel Keyser.

(F) 2Amoskeag5 Realty, LLC shall pay to Andy **Marino** ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: 335 Sandown Road, Hampstead, NH 03841 the Consumer's Mortgage(s) recorded in Rockingham County Registry of Deeds at Book 3698, Page 0614, and the Respondent's Collateral Document recorded in said Registry at Book 4496, Page 2487; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(F).

**(G)** 2Maisie5 Realty I, LLC shall pay to Susan **Perry** ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: 35 Kennedy Avenue, Manchester, NH 03103 the Consumer's Mortgage(s) recorded in Hillsborough County Registry of Deeds at Book 6603, Page 0669, and the Respondent's Collateral Document recorded in said Registry at Book 7436, Page 2273; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(G).

**(H)** 2Maisie5 Realty I, LLC shall pay to Rita **Tracey** ("Consumer") the difference remaining greater than "0" after subtracting the Payment to or on behalf of the Consumer from the Respondent's Consideration, all as relating to and arising from the Consumer's Property located at: 8 Erie Circle, Nashua, NH 03062 the Consumer's Mortgage(s) recorded in Hillsborough County Registry of Deeds at Book 6571, Page 2006, and the Respondent's Collateral Document recorded in said Registry at Book 7444, Page 1614; said payments and amounts due as corroborated by the above referenced recorded documents and the Settlement Statement referencing the above annexed hereto as Exhibit 1(H).

**[2]** New Hampshire Banking Commissioner finds the activity of the Respondents, including, without limitation, the recording of the Collateral Document, to have caused confusion to the public, and to remedy the same with the following action appropriate to the public interest, the named Respondents, as an offer and compromise, agree to pay to the New Hampshire Banking Commission, as an administrative fine, without finding, the sum of \$10,000.00, payable within thirty (30) days of date of this order; said action being appropriate to the public interest.

**[3]** New Hampshire Banking Commissioner finds the activity of the Respondents, including, without limitation, the recording of the Collateral Document, to have caused confusion to the public, and to remedy the same with the following action appropriate to the public interest, and the named Respondents, as an offer and compromise, agree that in conducting their business not to further record documents similar to or the same as Respondent's Collateral Document unless the same is a properly allowed First Mortgage or Second Mortgage as the same is defined in RSA 397-A, and then only if the named mortgagee therein is in compliance with the licensing requirements of RSA 397-A, et seq.

Date: March 20, 2007

**WALTER BRESSLER**

**SADIE STANHOPE**

\_\_\_\_\_/S/  
Walter Bressler  
Date: March 20 2007

\_\_\_\_\_/S/  
Sadie Stanhope  
Date: March 20 2007

**MICHAEL PRIETO**

\_\_\_\_\_/S/  
Michael Prieto  
Date: March 20 2007

**HILLSBOROUGH, SS  
HAMPSHIRE**

**STATE OF NEW**

On this 20 day of March 2007 personally appeared before me, the undersigned officer:  
Walter Bressler, Sadie Stanhope and Michael Prieto, known to me, and, after first being  
duly sworn to under oath, signed and acknowledge the forgoing instrument as  
his/her/their true act and deed for the purposes herein contained.

[ed: signature was properly notarized]

Name:

Notary Public

My commission expires:

/sea/

**2MAISIE5 REALTY I, LLC**

\_\_\_\_\_/S/  
Name: Michael Prieto  
Title: Manager, duly authorized

Date: March 20 2007

**2AMOSKEAG5 REALTY, LLC**

\_\_\_\_\_/S/  
Name: Sadie Stanhope  
Title: Manager, duly authorized

Date: March 20 2007

**HILLSBOROUGH, SS**

**STATE OF NEW HAMPSHIRE**

On this 20 day of March 2007 personally appeared before me, the undersigned officer: Michael Prieto, Manager of 2Maisie5 Realty I, LLC known to me, and, after first being duly sworn to under oath, signed and acknowledge the forgoing instrument as his/her/their true act and deed for the purposes herein contained.

[ed: signature was properly notarized]

Name:

Notary Public

My commission expires:

**HILLSBOROUGH, SS**

**STATE OF NEW HAMPSHIRE**

On this 20 day of March, 2007 personally appeared before me, the undersigned officer: Sadie Stanhope, Manager of 2Amoskeag5 Realty, LLC known to me, and, after first being duly sworn to under oath, signed and acknowledge the forgoing instrument as his/her/their true act and deed for the purposes herein contained.

[ed: signature was properly notarized]

Name:

Notary Public

My commission expires: